

EXHIBIT 7

<p>1 Q. So we're looking at the licensee details 2 for Chukran Management Group, which is the entity that's a 3 party to the contract that we just reviewed as Exhibit 3. 4 A. Okay. 5 Q. Scrolling down, it's kind of split between 6 the first and second page, but, you know, it says valid 7 licenses. The type of license is automobile warranty. 8 And then it says active appointments, automobile warranty, 9 and then there's two companies listed there. One says 10 Wesco Insurance Company, and then the second one says 11 SunPath Ltd Corp d/b/a SunPath Ltd Corp of Delaware. 12 Do you see that? 13 A. Yep. 14 Q. Safe to say that that is your company, 15 SunPath? 16 A. Yes. 17 Q. Do you have any knowledge of -- of what a 18 licensee appointment in this context means and why SunPath 19 would be listed? 20 A. Yes. 21 Q. Can you explain that to me? 22 A. Because Florida requires that they be 23 appointed to sell there if they want to sell products in 24 Florida. 25 Q. Okay. So is it -- is it accurate to say</p> <p style="text-align: right;">Page 30</p>	<p>1 to the extent it calls for speculation. You can answer, 2 Andrew. 3 A. Yeah. Our attorney handles it after we 4 find out if they have a license. I don't know the exact 5 process. 6 Q. (By Mr. Peluso) Okay. But SunPath is 7 involved in that appointment process, even if it's just 8 handled by SunPath's in-house attorney; correct? 9 MR. CAFFAS: Objection. Again, relevance. 10 Objection on the grounds of speculation and on the grounds 11 that it misstates the witness's testimony. You can answer 12 to the extent you're able to, Andrew. 13 A. I know we have to get the license from the 14 entity, and I don't know what happens after that. 15 Q. (By Mr. Peluso) Would anyone at SunPath 16 know? 17 A. Our attorney. 18 Q. Okay. What is that attorney's name? 19 A. Paul Sporn. 20 Q. And then on that "Active Appointment" tab 21 there, you know, next to SunPath, it says there's an issue 22 date of 9/20/2021, and then I guess it expires on 23 9/30/2023. Do you see that? 24 A. Yeah. 25 Q. If we go down to sort of the bottom of that</p> <p style="text-align: right;">Page 32</p>
<p>1 that in order to sell SunPath products in Florida, there 2 has to be a licensee appointment affiliating the entity 3 with SunPath? 4 MR. CAFFAS: I'm going to object to the 5 extent that it calls for a legal conclusion, object to the 6 extent it's not relevant, and object to the extent it 7 calls for speculation. But, Andrew, you can answer to the 8 extent you're able to. 9 A. Yeah. I know that they have to get 10 appointed and they need to have a license for Florida, but 11 what that means legally, I have no idea. 12 Q. (By Mr. Peluso) Right. Okay. Is SunPath 13 involved in the process of being listed as an active 14 appointment with the State of Florida, or is that 15 something that the third party just kind of handles? 16 MR. CAFFAS: Before you answer, Andrew, 17 I'll also raise the objection of relevance before you 18 answer, but you can answer to the extent you're able to. 19 A. We confirmed that they obtained the license 20 when they request signup to, you know, get access to our 21 products. 22 Q. (By Mr. Peluso) Is there any paperwork 23 that SunPath has to file with the State of Florida in 24 order to get this appointment active? 25 MR. CAFFAS: Objection again, relevance and</p> <p style="text-align: right;">Page 31</p>	<p>1 page, there's, you know, a tab titled "Inactive 2 Appointments." And the second company under the inactive 3 appointment category is -- is SunPath; correct? 4 A. Yep. 5 Q. And there, it says that the issue date was 6 7/13/2017, which expired on 7/31/2021. Do you have any 7 knowledge of why the appointment would have expired at the 8 end of July 2021, only to be reactivated sometime in 9 September 2021? 10 A. No. I see lots of expirations there. 11 Q. Right. Right. I understand. I'm just 12 only asking about SunPath. As you see, it sort of expired 13 and then the one that's listed as active picked back up 14 seven weeks after that. 15 A. I see a whole bunch expired. I have no 16 idea. It's probably just a Florida standard. I have no 17 idea. 18 Q. Right. Okay. Was there ever a gap in the 19 relationship between American Protection and SunPath? 20 Stated another way, did -- did the relationship between 21 SunPath and American Protection continue during the period 22 of 7/31/2021 and 9/20/2021? 23 MR. CAFFAS: Objection. Vague. Objection, 24 as well, to the extent it calls for a legal conclusion and 25 speculation. You can answer, Andrew.</p> <p style="text-align: right;">Page 33</p>

<p>1 A. I'm not aware.</p> <p>2 Q. (By Mr. Peluso) Is there anyone at SunPath</p> <p>3 that would be aware, do you think?</p> <p>4 A. It would have to be looked into. They're a</p> <p>5 very small account. I don't know when exactly they used</p> <p>6 us and didn't.</p> <p>7 Q. Okay. So are you aware of any sort of gaps</p> <p>8 or terminations in the relationship between SunPath and</p> <p>9 American Protection?</p> <p>10 A. Any gaps or term -- I'm not aware of any</p> <p>11 terminations until recently, but I'm not -- I'm not aware</p> <p>12 of when they would have, you know, utilized our products</p> <p>13 or not.</p> <p>14 Q. Okay. You said you're not aware of any</p> <p>15 terminations until recently. Has there been a recent</p> <p>16 termination of the relationship?</p> <p>17 A. We don't -- we don't work with them</p> <p>18 anymore.</p> <p>19 Q. When did that happen?</p> <p>20 A. I think in -- probably around March or</p> <p>21 April of this year.</p> <p>22 Q. Okay. All right. I'm going to go back to</p> <p>23 the document that you labeled Exhibit 1. Just for your</p> <p>24 recollection, this is the -- the deposition notice --</p> <p>25 excuse me -- that has the list of topics. I would just</p> <p style="text-align: right;">Page 34</p>	<p>1 Q. Okay. 2 says, "Your complete relationship</p> <p>2 with American Protection, including all contracts,</p> <p>3 agreements, leads, and communications sent and received</p> <p>4 by" -- it says "by between you and American Protection</p> <p>5 regarding any marketing or other services performed by</p> <p>6 American Protection or its agents on your behalf."</p> <p>7 Let's just kind of break that up. We've</p> <p>8 already reviewed the contract from June of 2017 between</p> <p>9 SunPath and American Protection. Are there any other</p> <p>10 contracts or agreements between the two parties?</p> <p>11 A. No. Not that I'm aware of.</p> <p>12 Q. Okay. That response not that you're aware</p> <p>13 of, have you looked into whether there are other contracts</p> <p>14 or agreements?</p> <p>15 A. No. Because there wouldn't be any. I</p> <p>16 mean, that's our only agreement that we have with any</p> <p>17 independent contractor.</p> <p>18 Q. Okay. So you're comfortable saying that</p> <p>19 the 2017 agreement, that's the only contract?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Now, can you, in your own words,</p> <p>22 describe SunPath's relationship with American Protection?</p> <p>23 A. That's the document.</p> <p>24 Q. Right. So I understand there's a Call</p> <p>25 Center Marketing Agreement, and, you know, the document</p> <p style="text-align: right;">Page 36</p>
<p>1 like to go through these topics with you.</p> <p>2 Topic 1 says, "All telephone calls you or</p> <p>3 any third party acting on your behalf caused to be made to</p> <p>4 plaintiff."</p> <p>5 Did SunPath place any calls to plaintiff?</p> <p>6 A. No. We don't -- we don't make any phone</p> <p>7 calls unless it's for people who have called us about</p> <p>8 claims.</p> <p>9 Q. Right. That's my understanding, as well.</p> <p>10 So SunPath does not do outbound telemarketing itself;</p> <p>11 correct?</p> <p>12 A. No. Nobody makes calls on our behalf,</p> <p>13 either.</p> <p>14 Q. Okay. I think we could disagree on that,</p> <p>15 but --</p> <p>16 MR. CAFFAS: Objection to form.</p> <p>17 Q. (By Mr. Peluso) Any legal conclusions</p> <p>18 about "on behalf of" are not really what I'm asking about.</p> <p>19 So safe to say SunPath doesn't make</p> <p>20 telemarketing calls? Any calls that it would make would</p> <p>21 just be sort of direct calls with its customers if someone</p> <p>22 calls in with an issue about a claim or something like</p> <p>23 that?</p> <p>24 A. Yes. And no one makes calls for us,</p> <p>25 either. On behalf.</p> <p style="text-align: right;">Page 35</p>	<p>1 speaks for itself. But under that agreement, is it fair</p> <p>2 to say that American Protection is authorized to market</p> <p>3 and sell SunPath products?</p> <p>4 MR. CAFFAS: I'm going to object on the</p> <p>5 grounds of speculation, calling for a legal conclusion,</p> <p>6 and asked and answered to the extent it relates to the</p> <p>7 last question, but you can answer, Andrew.</p> <p>8 A. Yeah. The only agreement we have with them</p> <p>9 is what's outlined in the agreement.</p> <p>10 Q. (By Mr. Peluso) Okay. What sort of</p> <p>11 contracts -- excuse me.</p> <p>12 What sort of products does SunPath offer</p> <p>13 that American Protection is authorized to market?</p> <p>14 A. Service contracts.</p> <p>15 Q. Service contracts.</p> <p>16 A. Vehicle service contracts.</p> <p>17 Q. Vehicle service contracts. Okay. Car</p> <p>18 warranties, in layman's terms; right?</p> <p>19 A. Yeah. You're not supposed to use the word</p> <p>20 "warranty."</p> <p>21 Q. Okay. What -- what sort of additional</p> <p>22 detail or explanation can you provide to me about what</p> <p>23 those service contracts are? You know, if someone buys</p> <p>24 one, what are they buying?</p> <p>25 A. It outlines the terms under which we pay</p> <p style="text-align: right;">Page 37</p>

<p>1 Q. (By Mr. Peluso) So, you know, the --</p> <p>2 that's the "on behalf of" thing again. I understand that,</p> <p>3 you know, that's sort of a legal conclusion that we don't</p> <p>4 need to sort of argue over. But do you dispute -- do you</p> <p>5 dispute that American Protection made phone calls in an</p> <p>6 effort to sell your product?</p> <p>7 MR. CAFFAS: I'll object to the form of the</p> <p>8 question to the extent that it calls for a legal</p> <p>9 conclusion, but you can answer.</p> <p>10 A. I honestly don't know what they did,</p> <p>11 whether they were inbound calls, outbound calls. They</p> <p>12 need to adhere by the law. That's in the Standards of</p> <p>13 Conduct. And we have nothing to do with, you know, how</p> <p>14 they operate. They're expected to operate legally, within</p> <p>15 the bounds of the law and the TCPA or any other rules that</p> <p>16 exist.</p> <p>17 Q. (By Mr. Peluso) Does SunPath take any</p> <p>18 steps to ensure that they are doing so, or is it simply</p> <p>19 sending the Standards of Conduct? Are there any</p> <p>20 procedures to ensure --</p> <p>21 A. If we get --</p> <p>22 Q. -- compliance?</p> <p>23 A. If we get a complaint, we will look into</p> <p>24 the complaint if we're able to. But other than that, no.</p> <p>25 Q. When you say "complaint," what do you mean</p> <p style="text-align: right;">Page 46</p>	<p>1 plaintiff's telephone number?</p> <p>2 A. No.</p> <p>3 Q. Does SunPath have any dialing equipment?</p> <p>4 A. No.</p> <p>5 Q. "Any prior express consent that was</p> <p>6 obtained for you, American Protection, or anyone acting on</p> <p>7 your behalf to place telephone calls to plaintiff or to</p> <p>8 any other person, including the complete consent language</p> <p>9 used."</p> <p>10 Let's just start with the plaintiff Ruth</p> <p>11 Smith. Are you aware of any prior express consent</p> <p>12 obtained --</p> <p>13 MR. CAFFAS: I will -- sorry. I'll let you</p> <p>14 finish.</p> <p>15 Q. (By Mr. Caffas) Sorry. I lost my train of</p> <p>16 thought. Are you aware of any prior express consent</p> <p>17 obtained by SunPath that would have given permission to</p> <p>18 place telephone calls to plaintiff?</p> <p>19 MR. CAFFAS: Objection to the extent that</p> <p>20 that term "prior express consent" hasn't been defined.</p> <p>21 Calls for a legal conclusion and form of the question.</p> <p>22 Vague. You can answer if you're able to, Andrew.</p> <p>23 A. Okay. We don't make any calls, so we</p> <p>24 wouldn't have any prior consent to call. I would expect</p> <p>25 that if American Protection had called, which I don't know</p> <p style="text-align: right;">Page 48</p>
<p>1 by that?</p> <p>2 A. If a customer were to call us and complain</p> <p>3 that they think they're getting illegal calls or something</p> <p>4 like that, we would try to help them out and figure out,</p> <p>5 you know, what's wrong, but that's it. We have our policy</p> <p>6 that they need to operate within the bounds of the law.</p> <p>7 That's the Standards of Conduct.</p> <p>8 Q. Okay. So just to close the loop, other</p> <p>9 than the Standards of Conduct, SunPath doesn't have any</p> <p>10 other practices, policies, or procedures that have been</p> <p>11 implemented to ensure compliance with the TCPA or the</p> <p>12 VTPPA, other than the Standards of Conduct and, you know,</p> <p>13 responding to a consumer calling in with a complaint?</p> <p>14 MR. CAFFAS: Objection to the extent that</p> <p>15 question is vague. Object to the form of the question.</p> <p>16 Misstates the witness's testimony so far and calls for</p> <p>17 improper legal conclusions. Andrew, if you can answer, do</p> <p>18 so.</p> <p>19 A. That's all, I mean, I've said, that took</p> <p>20 place.</p> <p>21 Q. (By Mr. Peluso) Okay. The next topic</p> <p>22 here, the dialing equipment used to place any telephone</p> <p>23 call to plaintiff's cellular telephone number, this will</p> <p>24 probably be a quick one.</p> <p>25 Did SunPath place any telephone calls to</p> <p style="text-align: right;">Page 47</p>	<p>1 if they did or not, that they would have prior consent and</p> <p>2 be operating within the bounds of the law.</p> <p>3 Q. (By Mr. Peluso) But does SunPath have any</p> <p>4 knowledge of whether American Protection actually had that</p> <p>5 prior express consent, or is it just an assumption on your</p> <p>6 part?</p> <p>7 MR. CAFFAS: Objection. Calls for</p> <p>8 speculation and an improper legal conclusion. Andrew, you</p> <p>9 can answer.</p> <p>10 A. I don't know.</p> <p>11 Q. (By Mr. Peluso) You don't know. So you're</p> <p>12 just making assumptions is what I'm saying? You don't</p> <p>13 have any specific knowledge about whether --</p> <p>14 A. Well, I'm not making an assumption. We</p> <p>15 wouldn't have any prior consent because we don't make any</p> <p>16 phone calls and no one makes them on our behalf. I would</p> <p>17 assume if they called someone, then they have consent if</p> <p>18 they needed it.</p> <p>19 Q. Right. Again, so I understood your</p> <p>20 testimony that SunPath does not place telemarketing calls.</p> <p>21 The second half, though, where you said you're assuming</p> <p>22 that American Protection would have obtained whatever they</p> <p>23 needed to obtain, I'm wondering if SunPath has actual</p> <p>24 knowledge that they did that, or is it just you're making</p> <p>25 assumptions?</p> <p style="text-align: right;">Page 49</p>

<p>1 MR. CAFFAS: Objection.</p> <p>2 A. They assigned --</p> <p>3 MR. CAFFAS: Andrew -- Andrew, before you</p> <p>4 answer, I want to object. I'll object to that -- to the</p> <p>5 form of the question. We're bordering on harassment at</p> <p>6 this point. It's been asked and answered, calls for</p> <p>7 speculation and a legal conclusion. Andrew, you can</p> <p>8 answer.</p> <p>9 A. They signed our agreement and said they are</p> <p>10 operating legally, so based on that, I assume they had</p> <p>11 consent.</p> <p>12 Q. (By Mr. Peluso) You assume. Okay. Did</p> <p>13 SunPath conduct any investigations to see if American</p> <p>14 Protection had consent?</p> <p>15 A. No. I'm not aware of any investigation. I</p> <p>16 don't know why we would need to have an investigation.</p> <p>17 Q. Okay. Okay. I think we can move on.</p> <p>18 The next topic says, "The identities of all</p> <p>19 persons, and the total number of such persons, who you or</p> <p>20 American Protection called using the same dialing</p> <p>21 equipment that was used to call plaintiff where prior</p> <p>22 express consent to call the person was obtained in the</p> <p>23 same manner as consent was obtained to call plaintiff."</p> <p>24 Now, I understand from prior testimony</p> <p>25 that, you know, SunPath didn't directly call plaintiff,</p> <p style="text-align: right;">Page 50</p>	<p>1 direct or indirect or have anyone make on our behalf phone</p> <p>2 calls.</p> <p>3 Q. Understood. But I'm trying to break this</p> <p>4 down. So I'm not asking about indirect or on behalf of.</p> <p>5 A. You said direct.</p> <p>6 Q. Correct. That's all I was asking about.</p> <p>7 So let's just take it one step at a time, so it's clear.</p> <p>8 SunPath's testimony is it doesn't make any direct outbound</p> <p>9 telemarketing calls to plaintiff or to anyone else?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. Because it doesn't make any direct</p> <p>12 outbound telemarketing calls, it, of course, didn't use</p> <p>13 any dialing equipment to make these nonexistent calls;</p> <p>14 right? Do you agree with that statement?</p> <p>15 A. Yeah. Yeah.</p> <p>16 Q. Okay. And because it doesn't make direct</p> <p>17 outbound telemarketing calls, it doesn't try to obtain</p> <p>18 prior express consent to obtain calls that it doesn't</p> <p>19 make; right?</p> <p>20 A. Right.</p> <p>21 Q. Okay. That's established. The next sort</p> <p>22 of prong of this is with this third party American</p> <p>23 Protection. Correct me if I'm wrong, but I believe your</p> <p>24 prior testimony was that SunPath doesn't have knowledge of</p> <p>25 any outbound telemarketing calls that may have been placed</p> <p style="text-align: right;">Page 52</p>
<p>1 doesn't have any dialing equipment, doesn't have any prior</p> <p>2 express consent. So is it correct to say that you don't</p> <p>3 know the identities of any persons who check all these</p> <p>4 boxes?</p> <p>5 MR. CAFFAS: I'm going to object to the</p> <p>6 extent you're misstating the witness's prior testimony and</p> <p>7 maybe calling for speculation. Andrew, you can answer.</p> <p>8 A. As I said, we would -- yeah. This question</p> <p>9 is just like the others. We don't call people. We</p> <p>10 wouldn't know who the people are. Yeah.</p> <p>11 (Reporter dropped internet connection.)</p> <p>12 (Recess taken, 12:19 p.m. to 12:27 p.m.)</p> <p>13 Q. (By Mr. Peluso) All right. So we're back</p> <p>14 on the record. We kind of -- just for the sake of the</p> <p>15 transcript, we lost the court reporter to an internet</p> <p>16 issue for -- for a few minutes there, but we're back on.</p> <p>17 So I want to sort of pick up where we left off, which was</p> <p>18 on this Topic 8.</p> <p>19 Perhaps it would be helpful to -- to break</p> <p>20 this down to make sure that I understand your testimony.</p> <p>21 So if we're just focusing on SunPath, my</p> <p>22 understanding of your prior testimony is that SunPath does</p> <p>23 not make direct outbound telemarketing calls to anyone,</p> <p>24 including the plaintiff Ruth Smith; is that right?</p> <p>25 A. Not quite. We don't make any outbound</p> <p style="text-align: right;">Page 51</p>	<p>1 by American Protection; is that accurate?</p> <p>2 MR. CAFFAS: Objection. It misstates</p> <p>3 Mr. Garcia's testimony, but you can answer to the extent</p> <p>4 you're able to, Andrew.</p> <p>5 A. Yes. We don't have any knowledge of any</p> <p>6 calls they made.</p> <p>7 Q. (By Mr. Peluso) Okay. So then, if I'm</p> <p>8 asking you for the identities of persons and the total</p> <p>9 number of persons who American Protection called using the</p> <p>10 same dialing equipment that was used to call the</p> <p>11 plaintiff, is SunPath's answer we don't know because, as</p> <p>12 you just said, we don't have knowledge of their</p> <p>13 telemarketing activities? I mean, is that fair?</p> <p>14 A. We don't have any knowledge of --</p> <p>15 MR. CAFFAS: Hold on, Andrew, before you</p> <p>16 answer. I'll object to the form of the question in that</p> <p>17 it is vague and it calls for a legal conclusion and calls</p> <p>18 for speculation. But you can answer.</p> <p>19 A. We don't have any knowledge of any calls</p> <p>20 they made or if they even called the plaintiff or what</p> <p>21 they used to call.</p> <p>22 Q. (By Mr. Peluso) Got it. So, therefore,</p> <p>23 you're not aware of any identities or the total number of</p> <p>24 such persons who ostensibly were called; right?</p> <p>25 A. Correct.</p> <p style="text-align: right;">Page 53</p>

<p>1 Q. Okay. We're on the same page there.</p> <p>2 Understanding that your testimony is that SunPath is not</p> <p>3 aware of American Protection's telemarketing activities,</p> <p>4 is SunPath aware of the identities of persons who were</p> <p>5 sold SunPath products by American Protection?</p> <p>6 A. Yes. We have -- we know who has a</p> <p>7 contract -- if they purchased a contract because we have</p> <p>8 to administer it.</p> <p>9 Q. Okay. Understood. Fair. That ended up a</p> <p>10 lot smoother on the second go-around once we got the court</p> <p>11 reporter back.</p> <p>12 So Topic 9 says, "The dates, times, and</p> <p>13 total number of all calls you or American Protection made</p> <p>14 to each such person identified in response to Topic 8."</p> <p>15 Is SunPath aware of any dates, times, or</p> <p>16 total number of calls American Protection placed to</p> <p>17 plaintiff or other persons during the relevant time</p> <p>18 period?</p> <p>19 MR. CAFFAS: Objection to the form. The</p> <p>20 question is vague. It calls for speculation. You can</p> <p>21 answer, Andrew.</p> <p>22 A. It's the same answer as the last question.</p> <p>23 I wouldn't have any idea who they made calls to or when</p> <p>24 they were or anything else about them.</p> <p>25 Q. (By Mr. Peluso) Okay. Topic 10 is going</p> <p style="text-align: right;">Page 54</p>	<p>1 A. That seems like the same question. We</p> <p>2 don't -- we don't do training and we don't have an</p> <p>3 internal do not call list.</p> <p>4 Q. Has SunPath ever encouraged or required any</p> <p>5 third party to conduct training regarding an internal do</p> <p>6 not call list?</p> <p>7 MR. CAFFAS: Objection to the form. Vague.</p> <p>8 And I believe it's asked and answered. But you can answer</p> <p>9 it, Andrew.</p> <p>10 A. We don't have an internal do not call list</p> <p>11 and we haven't had anyone train on a do not call list and</p> <p>12 we don't make any calls --</p> <p>13 Q. (By Mr. Peluso) Let me just ask -- pardon</p> <p>14 me. I broke my rule and spoke over you and I'm sorry.</p> <p>15 Let's just focus on American Protection,</p> <p>16 this third party that we've discussed during this</p> <p>17 deposition. Has SunPath ever conducted any training to</p> <p>18 American Protection regarding an internal do not call</p> <p>19 list?</p> <p>20 A. No. We don't have an internal do not call</p> <p>21 list.</p> <p>22 Q. Okay. Has SunPath ever encouraged American</p> <p>23 Protection to implement its own internal do not call list?</p> <p>24 A. No.</p> <p>25 Q. Okay. For Topic 12 -- I don't want to keep</p> <p style="text-align: right;">Page 56</p>
<p>1 to be the same answer, so we can just skip that.</p> <p>2 Topic 11, though, asks about any internal</p> <p>3 do not call lists or policy regarding any such list that</p> <p>4 SunPath or a third party acting on your behalf implemented</p> <p>5 or considered implementing. Let's just stop there.</p> <p>6 Does SunPath have an internal do not call</p> <p>7 list?</p> <p>8 A. We don't make any calls, so we don't have</p> <p>9 an internal do not call list.</p> <p>10 Q. Okay.</p> <p>11 A. We don't have anyone calling on our behalf.</p> <p>12 Q. Okay. So SunPath does not have an internal</p> <p>13 do not call list. Does SunPath have or manage an internal</p> <p>14 do not call list on behalf of any third parties?</p> <p>15 MR. CAFFAS: Objection.</p> <p>16 A. No.</p> <p>17 MR. CAFFAS: Vague. Calls for a legal</p> <p>18 conclusion.</p> <p>19 Q. (By Mr. Peluso) You can answer if you</p> <p>20 understand the question, Mr. Garcia.</p> <p>21 A. We don't -- we don't have an internal do</p> <p>22 not call list. We don't manage internal do not call lists</p> <p>23 for anyone else.</p> <p>24 Q. Okay. Has SunPath ever conducted any</p> <p>25 training regarding an internal do not call list?</p> <p style="text-align: right;">Page 55</p>	<p>1 going over the same ground. Regarding the customers that</p> <p>2 American Protection successfully sold a SunPath product</p> <p>3 to, which you testified that you're -- you're aware of</p> <p>4 those identities because SunPath had to administer the</p> <p>5 contracts, are you aware of any such persons that reside</p> <p>6 in the State of Virginia?</p> <p>7 MR. CAFFAS: Objection. Calls for</p> <p>8 speculation.</p> <p>9 A. I don't know offhand if any of the people</p> <p>10 who purchased contracts are in the State of Virginia or</p> <p>11 not.</p> <p>12 Q. (By Mr. Peluso) Would the contract --</p> <p>13 sorry. Scratch that.</p> <p>14 So would the contracts that were sold by</p> <p>15 American Protection have the address of the customer on</p> <p>16 the contract?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Would it be possible for SunPath to</p> <p>19 review those contracts to see if any of the addresses that</p> <p>20 appear on the contract are Virginia addresses?</p> <p>21 A. Yes.</p> <p>22 Q. Do the contracts contain the customers'</p> <p>23 telephone number?</p> <p>24 A. Usually. They don't always. It depends if</p> <p>25 it gets entered onto the contract.</p> <p style="text-align: right;">Page 57</p>

<p>1 you -- you asked the question specifically with regard to</p> <p>2 American Protection?</p> <p>3 MR. PELUSO: I did.</p> <p>4 A. Okay. Well, 18 says people calling on your</p> <p>5 behalf. Nobody calls on our behalf. And the receipt of</p> <p>6 complaints regarding American Protection -- receipt of</p> <p>7 complaints. Complaints from consumers or people who</p> <p>8 bought contracts?</p> <p>9 Q. (By Mr. Peluso) That's what I'm asking</p> <p>10 about, yes. Has SunPath --</p> <p>11 A. I'm not -- I'm not personally aware of</p> <p>12 complaints that we've gotten about -- from purchasers of</p> <p>13 American Protection, no. But -- there may have been some.</p> <p>14 Q. When a consumer contacts SunPath with a</p> <p>15 complaint about the conduct of a third party, are those</p> <p>16 complaints logged by SunPath?</p> <p>17 A. That would depend on the complaint. So if</p> <p>18 somebody calls up and says they don't think their claim</p> <p>19 was fixed right or something like that, I mean -- I mean,</p> <p>20 I don't -- I don't know. If someone were to complain and</p> <p>21 say, you know, these guys called me, can you have them</p> <p>22 stop, that would be referred to our attorney and our</p> <p>23 attorney would look into it.</p> <p>24 But I'm not -- I'm personally not aware</p> <p>25 that we've received complaints regarding American</p> <p style="text-align: right;">Page 66</p>	<p>1 Q. Has it ever provided call scripts,</p> <p>2 marketing materials, or marketing guidelines to any other</p> <p>3 third party?</p> <p>4 MR. CAFFAS: Objection. Relevance. You</p> <p>5 can answer.</p> <p>6 Q. (By Mr. Peluso) I think you may have</p> <p>7 answered no, but I'm not sure if the reporter caught that.</p> <p>8 A. We don't provide any of those things.</p> <p>9 That's not the business we're in.</p> <p>10 Q. Okay. Topic 20, we'll stick again just</p> <p>11 with American Protection. Has SunPath ever conducted</p> <p>12 audits or periodic reviews of American Protection?</p> <p>13 A. No.</p> <p>14 Q. No. Has SunPath ever conducted any</p> <p>15 oversight of American Protection's marketing behavior or</p> <p>16 practices?</p> <p>17 MR. CAFFAS: I'll object to the form of the</p> <p>18 question. It's vague. You may answer, Andrew.</p> <p>19 A. No.</p> <p>20 Q. (By Mr. Peluso) All right. I know you're</p> <p>21 trying to get out of here in 3 minutes. I'm actually</p> <p>22 almost done.</p> <p>23 A. Yeah. I have to get off like soon. Yeah.</p> <p>24 Q. Yeah. I know. I know. We're really</p> <p>25 almost done. I'm not going to ask any more questions once</p> <p style="text-align: right;">Page 68</p>
<p>1 Protection.</p> <p>2 Q. Okay.</p> <p>3 A. It doesn't mean we didn't get any, but I'm</p> <p>4 not aware of any.</p> <p>5 Q. And that's -- that's why I'm asking if the</p> <p>6 complaints would be logged in any way. I understand</p> <p>7 you're saying you're not aware of any. I'm just wondering</p> <p>8 if there would be records of the complaints that SunPath</p> <p>9 would have.</p> <p>10 A. If it was someone who was very upset and,</p> <p>11 you know -- this is the case with anything: Our customer</p> <p>12 service people, our claims people would transfer them to</p> <p>13 Paul and he would log it.</p> <p>14 Q. Okay. Is there anyone other than Paul who</p> <p>15 would be involved in that process?</p> <p>16 A. No.</p> <p>17 Q. Okay. Is Paul the only attorney that works</p> <p>18 in-house for SunPath?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So Topic 19, are there -- let me ask</p> <p>21 this another way. Let's start with just American</p> <p>22 Protection. Has SunPath ever provided call scripts,</p> <p>23 marketing materials, or marketing guidelines to American</p> <p>24 Protection?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 67</p>	<p>1 we get through these topics. Is it okay if we proceed?</p> <p>2 THE DEPONENT: I've got to be off at</p> <p>3 exactly 1:00. I can get back on probably at 12:40, but I</p> <p>4 have to be off at 1.</p> <p>5 MR. CAFFAS: And Pat, I have -- I have</p> <p>6 redirect, as well. So would it be helpful --</p> <p>7 MR. PELUSO: That's fine. Yeah. We can</p> <p>8 just break here. What time do you think you can be back,</p> <p>9 Andrew? I just want to make sure I'm clear on that.</p> <p>10 THE DEPONENT: To be safe, 12:45 -- 1:45.</p> <p>11 MR. PELUSO: Right. I was going --</p> <p>12 THE DEPONENT: 1:45 East Coast. I think</p> <p>13 you guys are somewhere else.</p> <p>14 MR. PELUSO: Okay. All right. So we'll</p> <p>15 break and then we'll hop back on at 1:45 Eastern.</p> <p>16 THE DEPONENT: Okay.</p> <p>17 (Recess taken, 12:58 p.m. to 1:47 p.m.)</p> <p>18 Q. (By Mr. Peluso) Okay. All right. We're</p> <p>19 back on the record. Are you able to see my -- my screen?</p> <p>20 Is it still sharing?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. So, you know, just to sort of</p> <p>23 refocus, we're on Exhibit 1, the Rule 30(b)(6) deposition</p> <p>24 notice. There's just a few more topics here that I kind</p> <p>25 of want to address with you and then we'll -- we'll turn</p> <p style="text-align: right;">Page 69</p>

<p>1 it over for Greg's -- Greg's redirect.</p> <p>2 I think we left off the Topic 20, which</p> <p>3 says, "Any oversight, audits, or periodic reviews of</p> <p>4 American Protection or any third party that places calls</p> <p>5 on your behalf or for your benefit during the relevant</p> <p>6 time period."</p> <p>7 To some extent, this is ground that we've</p> <p>8 covered, but does SunPath conduct any oversight of</p> <p>9 telemarketing practices of American Protection?</p> <p>10 A. Okay. Well, nobody places calls on our</p> <p>11 behalf, I'll say again. And as far as oversight audits</p> <p>12 and periodic reviews of American Protection, no. We just</p> <p>13 look into problems we think -- if there's a problem that</p> <p>14 needs to be addressed.</p> <p>15 Q. What sort of problems would those be?</p> <p>16 A. If we had a customer -- if we had a</p> <p>17 customer complaint, we would look into the customer</p> <p>18 complaint.</p> <p>19 Q. Got it. Got it. But other than that, no</p> <p>20 periodic reviews or anything like that?</p> <p>21 A. No.</p> <p>22 Q. Okay. I think, really, the last topic I</p> <p>23 want to -- sorry. My phone is going off here. My</p> <p>24 apologies.</p> <p>25 The last topic I kind of want to discuss</p> <p style="text-align: right;">Page 70</p>	<p>1 addressed with regard to Topic Number 24.</p> <p>2 Andrew, you said that 100 percent of the</p> <p>3 revenue is -- is due to sales by third parties because</p> <p>4 SunPath doesn't sell; right?</p> <p>5 A. Yes.</p> <p>6 Q. Is SunPath able to discern what portion any</p> <p>7 percent of that revenue is generated through any specific</p> <p>8 type of marketing?</p> <p>9 A. The specific type of marketing? No.</p> <p>10 Q. Like, for example, you wouldn't be able to</p> <p>11 tell what proportion is done through direct calls versus</p> <p>12 online sales or sales generated through a third party's</p> <p>13 use of mailings, documents?</p> <p>14 A. Correct. We don't know what type of</p> <p>15 marketing a third party uses.</p> <p>16 Q. Okay. As a proportion of the total revenue</p> <p>17 that SunPath would generate through third-party sales, do</p> <p>18 you have any idea what American Protection specifically</p> <p>19 would be responsible for?</p> <p>20 A. It would be very small. I don't know what</p> <p>21 percentage, but it would be very small.</p> <p>22 Q. So would it be accurate to say that you</p> <p>23 don't rely in any large part on American Protection's</p> <p>24 sales of SunPath products?</p> <p>25 A. No. Not at all.</p> <p style="text-align: right;">Page 72</p>
<p>1 with you about is Topic 24 here, that says, "Your sources</p> <p>2 of revenue, including the portion of your revenue that is</p> <p>3 generated from sales made by third parties acting on your</p> <p>4 behalf."</p> <p>5 So just, you know, to sort of -- to frame</p> <p>6 this a little bit, I'm not asking you to disclose</p> <p>7 SunPath's total revenue; right? Give me a number. I'm</p> <p>8 not asking that. And I -- I understand sort of your</p> <p>9 consistent statement through this deposition that third</p> <p>10 parties don't act on your behalf. So let's sort of</p> <p>11 reframe this to -- a way that I think everyone can agree.</p> <p>12 I'm interested in understanding the portion</p> <p>13 of SunPath's revenue that is generated from sales made by</p> <p>14 third parties who sell SunPath's service contracts.</p> <p>15 Is that 100 percent of SunPath's revenue?</p> <p>16 Is it 10 percent? What sort of chunk of its revenue do</p> <p>17 you think is generated by third-party sales?</p> <p>18 A. 100 percent of our revenue is from third</p> <p>19 parties because we don't do any selling.</p> <p>20 MR. PELUSO: Okay. Easy enough. I don't</p> <p>21 really have anything else. I'll turn it over to Greg.</p> <p>22 EXAMINATION</p> <p>23 BY MR. CAFFAS:</p> <p>24 Q. Great. First things first. I just want to</p> <p>25 address that last line of questioning that Pat just</p> <p style="text-align: right;">Page 71</p>	<p>1 Q. It is not essential to SunPath's business,</p> <p>2 American Protection sales?</p> <p>3 A. Not at all.</p> <p>4 Q. Andrew, I want to clarify your testimony</p> <p>5 regarding earlier in the deposition, when you discussed</p> <p>6 the documents you reviewed in preparation for the</p> <p>7 deposition.</p> <p>8 In the process of preparing for this</p> <p>9 deposition, did you also review relevant pleadings filed</p> <p>10 in this case including, for example, the complaint, as</p> <p>11 well as documents produced by American Protection in</p> <p>12 response to subpoenas in this case?</p> <p>13 A. Yes.</p> <p>14 Q. And also, when asked if SunPath</p> <p>15 communicated with any third parties regarding this case, I</p> <p>16 believe there may have been some confusion regarding who</p> <p>17 plaintiff's counsel was referring to when it said "third</p> <p>18 party."</p> <p>19 Did anyone at SunPath contact American</p> <p>20 Protection regarding the claims at issue in this case?</p> <p>21 A. Paul.</p> <p>22 Q. And was that disclosed in the documents</p> <p>23 that SunPath produced in response to plaintiff's discovery</p> <p>24 requests in this case?</p> <p>25 A. Yes. I believe so.</p> <p style="text-align: right;">Page 73</p>

<p>1 Q. And when you say "Paul," I assume you're</p> <p>2 referring to Paul Sporn?</p> <p>3 A. Paul Sporn, our attorney.</p> <p>4 Q. And are you aware of whether he was able to</p> <p>5 contact American Protection and receive any response about</p> <p>6 the claims in this case?</p> <p>7 A. Yes. He spoke to them.</p> <p>8 Q. And in any of the communications that</p> <p>9 SunPath specifically, through Paul, had with American</p> <p>10 Protection, are you aware of whether American Protection</p> <p>11 represented that it violated any of the telemarketing laws</p> <p>12 that are at issue in this case?</p> <p>13 A. No. They said they didn't.</p> <p>14 Q. I'm sorry. When you say they didn't --</p> <p>15 A. They didn't violate any laws.</p> <p>16 Q. As part of the preparation for today's</p> <p>17 deposition, did you review the deposition transcript for</p> <p>18 the deposition that was conducted with American Protection</p> <p>19 in connection with this case?</p> <p>20 A. Yes.</p> <p>21 Q. I'm going to share my screen here. Sorry.</p> <p>22 My -- okay. Can you see on my screen what I have here</p> <p>23 that's --</p> <p>24 A. Yes.</p> <p>25 Q. -- the cover page of Mr. Chukran's</p> <p style="text-align: right;">Page 74</p>	<p>1 people what our products are and how they work.</p> <p>2 Q. And -- but as part of that product</p> <p>3 education, would SunPath ever provide American Protection</p> <p>4 with any kind of instruction as to how to market or sell</p> <p>5 that product at all?</p> <p>6 A. No.</p> <p>7 Q. To your knowledge, would SunPath have any</p> <p>8 knowledge of any subcontractor that American Protection</p> <p>9 would have hired in order to market or sell any product?</p> <p>10 A. No.</p> <p>11 Q. Okay. I'd like to now direct you to the</p> <p>12 bottom of page 223 of Mr. Chukran's deposition testimony</p> <p>13 where it -- where it states at page -- at line 24, it</p> <p>14 says:</p> <p>15 "On occasion, some companies would offer</p> <p>16 training that could be done, for example, via Zoom, and</p> <p>17 that would include some subcontractors attending those</p> <p>18 trainings."</p> <p>19 Do you ever know of an -- are you aware of</p> <p>20 any instance in which SunPath would have provided any Zoom</p> <p>21 training of any type to any subcontractor of American</p> <p>22 Protection?</p> <p>23 A. No.</p> <p>24 Q. I'd like to now direct you to line 6 of</p> <p>25 page 224 of Mr. Chukran's deposition, where he says,</p> <p style="text-align: right;">Page 76</p>
<p>1 deposition as a representative for American Protection?</p> <p>2 A. Yes.</p> <p>3 Q. And do you recognize this as the transcript</p> <p>4 that you reviewed?</p> <p>5 A. Yes.</p> <p>6 Q. And I'll represent that this is just an</p> <p>7 excerpt of Mr. Chukran's deposition, and I will scroll to</p> <p>8 testimony that he provided on page 222.</p> <p>9 Okay. You'll see here it starts at line</p> <p>10 20 -- the question that I'm referring to -- the question</p> <p>11 posed to Mr. Chukran was:</p> <p>12 "Did SunPath provide any kind of training</p> <p>13 to American Protection?</p> <p>14 "Answer: Any kind of what?"</p> <p>15 It was clarified "training" in line 23.</p> <p>16 And you'll see on line 24, Mr. Chukran</p> <p>17 answered, "Just in terms of product training."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Do you have any idea what Mr. Chukran would</p> <p>21 have been referring to when he referenced "product</p> <p>22 training"?</p> <p>23 A. He would be referring to getting education</p> <p>24 on what our products are. I really wouldn't call it</p> <p>25 training. I would call it education. So we explain to</p> <p style="text-align: right;">Page 75</p>	<p>1 "Possibly." And that is in the context of whether or not</p> <p>2 American Protection's subcontractors may have received</p> <p>3 training. And then he continues:</p> <p>4 "I'm not sure of an exact -- I don't have a</p> <p>5 time. I don't know exactly, but SunPath does have a sales</p> <p>6 representative. His name's Brian. It is my understanding</p> <p>7 his job is to provide training."</p> <p>8 Are you aware of an employee of SunPath</p> <p>9 named Brian that Mr. Chukran --</p> <p>10 A. Yes.</p> <p>11 Q. -- is referring to?</p> <p>12 A. Yes.</p> <p>13 Q. And who is Brian that Mr. Chukran is</p> <p>14 referring to?</p> <p>15 A. Brian is our account rep, so when, you</p> <p>16 know, an independent company has a question about our</p> <p>17 product or something, they can call Brian. If they have</p> <p>18 an issue that they think a customer is upset over a claim</p> <p>19 or something, they can call Brian.</p> <p>20 He's just an account rep that people</p> <p>21 contact and he would educate people, he would tell them</p> <p>22 about our products and that's it. He doesn't provide any</p> <p>23 kind of training, other than telling people about how our</p> <p>24 products work.</p> <p>25 Q. Okay. So would it be accurate to say that</p> <p style="text-align: right;">Page 77</p>

<p>1 he never conducted training sessions of any kind for any 2 third party authorized to sell --</p> <p>3 A. No. He does not provide training ever.</p> <p>4 Q. And would that be accurate then to also say 5 that he didn't provide -- "he" being Brian in this case or 6 anyone else at SunPath -- did not provide any kind of 7 training or instruction on how to market or sell any 8 SunPath product in any way to a third party authorized to 9 market or sell SunPath's product?</p> <p>10 A. Yes. That's accurate. Brian doesn't do 11 any training.</p> <p>12 Q. Do you have any idea why Mr. Chukran would 13 have testified to that?</p> <p>14 A. No. I mean, he may have had other 15 companies provide training, but Brian didn't do it. I 16 mean, I don't -- I have no idea what someone provided to 17 them, but it wasn't SunPath or Brian.</p> <p>18 Q. Okay. I'd like you now to look at line 15 19 of page 224 of Mr. Chukran's deposition testimony where 20 the question was asked:</p> <p>21 "And you said already, though, that if it 22 was any kind of training, it would just be as to what 23 SunPath's products are."</p> <p>24 To which Mr. Chukran responded:</p> <p>25 "In some cases, they would offer -- and,</p> <p style="text-align: right;">Page 78</p>	<p>1 A. No. No. They -- they all offer other 2 products.</p> <p>3 Q. So, to your understanding, American, for 4 example, would have been authorized to offer SunPath's 5 competitors' products alongside SunPath's products to any 6 consumer they contacted?</p> <p>7 A. Yes. That's up to them. We have nothing 8 to do with it.</p> <p>9 Q. And to your knowledge, did American 10 Protection offer other companies' products at the same 11 time it was authorized to sell SunPath's products?</p> <p>12 A. I believe so, but I don't know for sure 13 because I don't know what they sell.</p> <p>14 Q. You mentioned there may have been one other 15 complaint involving American Protection besides the 16 complaint in this lawsuit.</p> <p>17 Do you recall, in that other case, whether 18 or not SunPath or American Protection were found to be 19 liable for violating any telemarketing laws?</p> <p>20 A. We haven't been liable for anything, and to 21 my knowledge, they haven't been, either, but -- that's my 22 understanding.</p> <p>23 Q. And to your knowledge, regarding the other 24 complaint or case you referred to involving American 25 Protection, were the telemarketing calls that were the</p> <p style="text-align: right;">Page 80</p>
<p>1 again, I -- I don't have specific incidents, but just in 2 terms of industry, sometimes they would offer some 3 incentives of the highest sales for the month, for 4 example. They would offer some kind of cash incentive."</p> <p>5 To your knowledge, Andrew, was there ever 6 any incentives SunPath offered based on monthly sales or a 7 cash incentive to any third-party marketer or seller of 8 SunPath's products?</p> <p>9 A. No. We have never offered them or anyone 10 else a cash incentive to sell products, no.</p> <p>11 Q. Okay. And specifically, with regard to 12 American Protection, would it also be accurate that there 13 was no kind of any cash or monthly incentive for the 14 volume of SunPath's products?</p> <p>15 A. Correct. We never offered American 16 Protection any type of incentive or anything else.</p> <p>17 Q. Andrew, did SunPath ever in any way 18 restrict American Protection's ability to offer other 19 companies' products at the same time American, for 20 example, was authorized to sell SunPath's products?</p> <p>21 A. Did we restrict what?</p> <p>22 Q. Was -- for example, did the agreement that 23 SunPath has with American Protection or any third party 24 restrict those parties from offering other companies' 25 products? For example, SunPath's competitors' products?</p> <p style="text-align: right;">Page 79</p>	<p>1 subject of that case or complaint prior to or after the 2 calls at issue in the present lawsuit?</p> <p>3 A. I believe they were after, but I would have 4 to check.</p> <p>5 Q. To the best of your knowledge, do you have 6 any knowledge at all of American Protection being accused 7 of telemarketing violations prior to the calls that are at 8 issue in this case that Ruth Smith has filed against 9 SunPath?</p> <p>10 A. No.</p> <p>11 Q. Do you recall reviewing and verifying the 12 contents of the written discovery responses that SunPath 13 provided in this case?</p> <p>14 A. Yes.</p> <p>15 Q. And were those responses accurate to the 16 best of your knowledge based on the information you had 17 available?</p> <p>18 A. Yes.</p> <p>19 Q. Andrew, if you'll recall, the agreement 20 between SunPath and American Protection that you reviewed 21 earlier today, is it your understanding that pursuant to 22 the terms of that agreement, American Protection agreed to 23 obey all applicable laws that are the subject of any 24 marketing that it undertook?</p> <p>25 A. Yes. Yes, I did.</p> <p style="text-align: right;">Page 81</p>

<p>1 Q. Has SunPath ever directed American 2 Protection or any other third-party authorized sellers of 3 SunPath's product to violate the Telephone Consumer 4 Protection Act? 5 A. No. 6 Q. Has SunPath ever directed American 7 Protection or any other third party authorized to sell or 8 market SunPath's product to violate the Virginia Telephone 9 Privacy Protection Act? 10 A. No. 11 Q. Has SunPath ever directed American 12 Protection to violate any telemarketing laws? 13 A. No. 14 Q. Has SunPath ever authorized American 15 Protection to operate outside of the bounds of the 16 agreement between the parties? 17 A. No. 18 Q. Is SunPath aware at all that American 19 Protection has at any time violated any telemarketing 20 laws? 21 A. No. 22 Q. Has SunPath ever intentionally violated the 23 Virginia Telephone Privacy Protection Act? 24 A. No. 25 Q. Has SunPath ever caused another party to</p> <p style="text-align: right;">Page 82</p>	<p>1 THE COURT REPORTER: Is there a trial date 2 I need to be aware of? 3 MR. PELUSO: No trial date. 4 (Exhibit 5 was marked.) 5 * * * * * 6 (WHEREUPON, the foregoing deposition was 7 concluded at the hour of 12:14 p.m. Total time on the 8 record was 2 hours, 15 minutes.) 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 84</p>
<p>1 call Ruth Smith or any other person in violation of any 2 law governing telemarketing? 3 A. No. 4 MR. CAFFAS: I think that's all I have for 5 the moment. If you wouldn't mind, Pat, I'd like to take a 6 5-minute recess just to review my notes and make sure I 7 haven't missed anything. But, otherwise, I think that's 8 all I have for now. 9 MR. PELUSO: Yeah. Sure. No problem. 10 MR. CAFFAS: Let's go off the record. 11 Again, I'll just take 5 minutes. 12 MR. PELUSO: All right. 13 (Recess taken, 1:11 p.m. to 1:13 p.m.) 14 MR. CAFFAS: I do not have any other 15 questions. So we're back on the record. I'll turn it 16 back over to you, Pat, if you have any additional 17 questions, but I'm finished. 18 MR. PELUSO: That will be it for me, too. 19 THE COURT REPORTER: And do you want a copy 20 of the deposition, Greg? 21 MR. CAFFAS: Yes, I would like a copy of 22 the deposition. I would say by Monday, if possible. 23 THE COURT REPORTER: Will you handle 24 signature for me? 25 MR. CAFFAS: Yes.</p> <p style="text-align: right;">Page 83</p>	<p>1 I, ANDREW GARCIA, the deponent in the above 2 deposition, do hereby acknowledge that I have read the 3 foregoing transcript of my testimony, and state under oath 4 that it, together with any attached Amendment to 5 Deposition pages, constitutes my sworn testimony. 6 7 I have made changes to my deposition 8 9 I have NOT made any changes to my deposition 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 85</p>

1 CERTIFICATE OF DEPOSITION OFFICER

2 STATE OF COLORADO)

3 CITY AND COUNTY OF DENVER)

4 I, Bonnie Carpenter Johnshoy, a Registered
5 Professional Reporter, commissioned to administer oaths,
6 do hereby certify that previous to the commencement of
7 the examination, the witness was duly sworn by me to
8 testify to the truth in relation to matters in
9 controversy between the said parties; that the said
10 deposition was taken in stenotype by me at the time and
11 place aforesaid and was thereafter reduced to typewritten
12 form by me; and that the foregoing is a true and correct
13 transcript of my stenotype notes thereof.

14 That I am not an attorney nor counsel nor in any
15 way connected with any attorney or counsel for any of the
16 parties to said action nor otherwise interested in the
17 outcome of this action.

18 

19 Bonnie Carpenter Johnshoy

20 Registered Professional Reporter

21 Certified Shorthand Reporter

22 Certified Realtime Reporter